

QUITCLAIM DEED

THE TOWN OF LYNNFIELD, a Massachusetts municipal corporation having a usual place of business at 55 Summer Street, Lynnfield, Massachusetts 01940, acting by and through its Board of Selectmen (the “Grantor”),

and in full consideration of **NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$935,000.00) (U.S.)** paid to it,

grants to **STEVEN A. MIGLIERO, JR. AND KELLY T. MIGLIERO**, husband and wife, as tenants by the entirety, of 12 Tappen Way, Lynnfield, Massachusetts 01940 (collectively, the “Grantee”),

WITH QUITCLAIM COVENANTS,

the land, with the buildings and improvements thereon, known and numbered 567 Main Street, Lynnfield, Massachusetts (the “Property”), and bounded and described as follows:

Beginning at the Northwestern corner of the granted premises on the street leading from Lynnfield Center to Wakefield, now known as Main Street, at the corner of the new Cemetary, so-called, thence running North 70° 48’ East 115.50 feet to an angle; thence North 74° East 61 feet to an angle; thence North 79° 18’ East 102.50 feet to an angle; thence North 84° 42’ East 111 feet to an angle; thence South 89° 18’ East 57 feet to an angle; thence South 81° 03’ East 49 feet to the old Cemetary, so-called; thence South 4° 34’ East 92.2 feet to an angle; thence South 31° East 98.54 feet; thence by the old Cemetary wall north 70° 06’ East 70.10 feet; thence North 60° 15’ East 55 feet to the center of a brook; thence by the middle of said brook South 18° 15’ West 178.5 feet to

an angle; thence South 15° 30' West 133.5 feet to an angle; thence South 12° 45' West 121 feet to an angle; thence South 13° 15' West 27 Feet to an angle; thence South 27° 30' West 36 feet to an angle; thence South 55° West 195 feet to a point in the brook where there is a willow tree at each side of the brook at land of Taylor; thence North 26° West 588.80 to an angle; thence North 26° 40' West 512 feet to the point of beginning.

Containing 7 acres of land, more or less, and being parcels A and D on a plan entitled "Plan of Land in Lynnfield Center, Mass. Belonging to Susan B. Taylor", dated October 1, 1926, and made by S.C. Mitchell, C. E., recorded with Essex South District Registry of Deeds, Book of Plans 49, Plan 5.

FOR THE GRANTOR'S TITLE see the deed of Denault M. Donovan, Charles S. Donovan and Ailis F. Kiernan, Trustees of Centre Farm Nominee Realty Trust II, under declaration of trust dated December 28, 2007, and recorded with said Deeds at Book 27459, Page 234, which deed is dated October 2, 2014 and recorded with said Deeds at Book 33587, Page 278.

THE GRANTOR HEREBY CERTIFIES COMPLIANCE with the provisions of all applicable laws including, without limitation, G.L. c. 7C, § 38; G.L. c. 30B; and G.L. c. 44, § 63A. For the authorization of the execution and delivery hereof, see the vote under Article 21 of the warrant for the Annual Town Meeting of the Town of Lynnfield, Massachusetts convening on April 25, 2016.

The Property is sold by the Grantor and purchased by the Grantee on an **"AS IS, WHERE IS"** basis, without warranties or representations of any kind. Without limiting the generality of the foregoing, and notwithstanding any other provision hereof or in any other instrument to the contrary, the Grantor does not represent or warrant that the Property may be used for any particular purpose; or that the Property complies with any applicable laws, statutes, codes, regulations or other legal requirements; or that the Property will be assessed for purposes of real estate taxes on the basis of the price at which it is sold. No representation or warranty is made with respect to the environmental condition of the Property. By the Grantee's acceptance and recording of this Quitclaim Deed, the Grantee acknowledges that the Grantee has not relied upon any warranties or representations of the Grantor or of any person acting on behalf of the Grantor, and that the Grantor shall not be liable for any condition or defect of the Property whatsoever, whether or not known to exist by the Grantor or any representative of the Grantor.

THE PROPERTY SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN SINGLE FAMILY RESIDENTIAL USE in conformity with the Zoning Bylaw of the Town of Lynnfield, nor shall more than residential structure be permitted thereon or any division or subdivision of land be suffered in connection therewith. Without limiting the generality of the foregoing, the Grantee, by the Grantee's acceptance and recording of this Quitclaim Deed, hereby covenants and agrees, and any person or entity taking title under or subsequent to the Grantee (including any mortgagee) covenants and agrees by accepting such title, that the Property shall not be made

the subject of an application for a comprehensive permit under G.L. c. 40B, and shall not be divided (under G.L. c. 41, § 81P or otherwise) or subdivided (under G.L. c. 41, §§ 81K-81GG or otherwise).

THE PROPERTY SHALL BE SUBJECT TO AN HISTORIC PRESERVATION RESTRICTION, for the benefit of and enforceable by the Grantor, in perpetuity, which restriction is recorded herewith and which shall be binding upon any mortgagee.

IN WITNESS WHEREOF we have hereunto set our hands and seals on behalf of the Town of Lynnfield on this 12th day of June, 2017.

TOWN OF LYNNFIELD, MASSACHUSETTS
By and through its Board of Selectmen

Christopher Barrett

Richard Dalton

Philip Crawford

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 12, 2017

On this 12th day of June, 2017, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Lynnfield, Massachusetts, or a majority thereof

Notary Public
My commission expires:

c:\Lynnfield\CentreFarm-Deed